# REQUEST FOR PROPOSALS TO SCRAP 1985 AND OLDER VEHICLES

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#### ■ SECTION I ■ SUMMARY

The Bay Area Air Quality Management District (Air District) seeks to encourage the scrapping of 1985 and older light-duty vehicles because of their relatively high emission rates of air pollutants. This Request for Proposals (RFP) solicits proposals from companies that would, under contract with the Air District, advertise to seek out voluntary sellers of these vehicles, accept vehicles from voluntary sellers, ensure that the vehicles comply with Air District criteria set forth in this RFP, purchase and scrap the vehicles, handle all Department of Motor Vehicles (DMV) and Air District paperwork, and ensure compliance with all applicable regulations.

The Air District's budget for fiscal year (FY) 2005/2006 allocates over \$7 million to the Vehicle Buy Back (VBB) Program.

To respond to this RFP, an interested company should submit three (3) copies of its proposal to:

#### Satnam Hundel

Bay Area Air Quality Management District 939 Ellis Street San Francisco, CA 94109

A proposal must address all information requested in the RFP. A proposal may add information not requested in the RFP, but the information should be in addition to, not instead of, the requested information and format. Minority business enterprises and women's business enterprises are encouraged to submit proposals. Any questions regarding the RFP should be directed to Vanessa Mongeon at (415) 749-4982 or via e-mail at vmongeon@baaqmd.gov.

Proposals must be received at the Air District offices by 4:00 PM on August 12, 2005.

Late proposals will not be considered.

#### ■ SECTION II ■ BACKGROUND

#### A. Air District Overview

The Bay Area Air Quality Management District was created by the California legislature in 1955 as the first regional agency to deal with air pollution in California. The Air District jurisdiction includes Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma Counties. The Air District is governed by a twenty-two member Board of Directors drawn from locally elected officials, including county supervisors, mayors, and city council members.

The California legislature originally gave the Air District authority to regulate stationary sources of air pollution (e.g. factories, oil refineries and chemical plants, gasoline stations, and agricultural burning). More recently, the Air District was directed to develop certain transportation and mobile source control measures, and was given limited authority to implement such measures, particularly through incentive programs.

#### B. Air District Vehicle Buy Back Program

Research shows that motor vehicles are responsible for a large share of urban air pollution. Consequently, many smog control efforts concentrate on reducing emissions from motor vehicles. One approach involves encouraging the voluntary "retirement" of older motor vehicles, which lack modern emission controls and produce more air pollution than newer vehicles. A financial incentive is offered to encourage owners to scrap their light-duty motor vehicles voluntarily.

The Air District funds the VBB Program through its Transportation Fund for Clean Air (TFCA). The VBB Program is eligible to receive funds from the TFCA because it is identified as an eligible project type in the TFCA enabling legislation and it is a control measure in the Air District's most recently adopted strategy to attain state ambient air quality standards. The Air District has allocated over \$20 million for the purchase and scrapping of light-duty motor vehicles through the VBB Program since 1996, and has purchased and scrapped over 24,000 eligible vehicles. In FY 05/06, approximately \$7 million is budgeted for this purpose.

The Scope of Work (SOW) in Section IV of this RFP complies with the Voluntary Accelerated Light-Duty Vehicle Retirement (VAVR) Regulations adopted by the California Air Resources Board (ARB) on October 22, 1999 and amended on February 2, 2003. The VAVR Regulations are contained in Sections 2600 through 2610 of the California Code of Regulations. A copy of the VAVR Regulations has been attached to this RFP for your review. The selected contractor(s) shall comply with Air District requirements and the VAVR Regulations.

#### C. Nature of the RFP

This RFP sets forth minimum standards for a proposal. A panel of Air District staff will evaluate the submitted proposals. One or more of the companies submitting proposals may be chosen as contractor(s). The Air District will then execute contracts with the chosen company or companies.

#### ■ SECTION III ■ INSTRUCTIONS TO BIDDERS

#### A. General

- 1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is justification for rejection of the proposal.
- 2. All information included in the proposal should be as complete, specific, and concise as possible.
- 3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
- 4. The Air District may modify the RFP or issue supplementary information or guidelines during the proposal preparation period, prior to the submittal deadline date.
- 5. Proposals shall constitute firm offers. Once submitted, proposals cannot be altered without the written consent of the Air District, but proposals may be withdrawn.
- 6. The Air District expects to select one or more contractors by fall 2005.
- 7. The Air District reserves the right to reject any and all submitted proposals.

#### B. Basis of Proposals

- 1. The Air District's contractor(s) will scrap as many eligible vehicles as current funding (approximately \$7,000,000) permits.
- 2. The Air District reserves the right to select more than one contractor and have vehicles scrapped by each contractor.
- 3. The Air District program will offer \$650 per vehicle to the registered owners of 1985 model year or older light-duty vehicles. At the Air District's discretion, the offering price may be increased and the model year eligibility extended, to maintain an acceptable vehicle scrapping rate.
- 4. Proposals must specify the advertising overhead per eligible vehicle and general overhead per eligible vehicle. The Air District will pay the same advertising and general overhead costs to the contractor, irrespective of any changes in the offering price and/or model year eligibility. The bidder shall use a table, such as the one shown on Page 4 to provide this information. The Air District will not award specific amounts of funding for each selected contractor; rather each contractor will be paid out of the existing FY05/06 VBB Program budget (approximately \$7 million) on a monthly basis.
- 5. Vehicle Buy Back Program general overhead should not exceed \$200.00 per vehicle. Proposals including general overhead in excess of \$200.00 shall include a detailed description of the costs comprising the general overhead and why it exceeds the \$200.00 amount.
- 6. Vehicle Buy Back Program advertising overhead should not exceed \$20.00 per vehicle. Proposals including overhead in excess of \$20.00 shall include a detailed description of the costs comprising the advertising overhead and why it exceeds the \$20.00 amount.
- 7. The Air District may decide to rely on its own advertising campaign or direct mail campaign and reduce the award to the contractor by eliminating the advertising overhead costs.

#### C. Submittal of Proposals

1. Three (3) copies of the proposal must arrive at the address specified in Section I by

4:00 PM on August 12, 2005.

2. Proposals received by the Air District after the time and date previously specified will not be considered.

#### D. Interviews

1. At the Air District's option, bidders may be interviewed. The interviews will be conducted for the purpose of clarifying the proposals.

Submittal of new material at the interview will not be permitted.

Vehicle Buy Back - Bid Price Summary Table			
Price Per Vehicle (paid to seller)	General Overhead Per Vehicle (Note: Section III B.4 & B.5	Advertising Overhead Per Vehicle (Note: Section III B.4 & B.6)	Total Price Per Vehicle
\$650			

#### ■ SECTION IV ■ SCOPE OF WORK

The selected Contractor(s) under this RFP will solicit, purchase, and scrap eligible vehicles in compliance with the following requirements and procedures, and in compliance with the VAVR Regulations. The Air District will not reimburse the Contractor for the purchase of an eligible vehicle, or the overhead associated with that purchase, if such vehicle fails to meet the following requirements:

#### A. Vehicle Status Requirements

All vehicles scrapped as a part of the VBB Program shall meet the VAVR regulation as amended on February 2, 2003. The Contractor will only scrap vehicles meeting the following status requirements:

- Vehicle shall be currently registered with the DMV as an operable vehicle, and shall have been so registered for 120 days prior to the final date of sale to the VBB Program, to an address or addresses within the Air District. Smog Checks must be performed as required by the DMV in order for the vehicle to be considered registered.
  - (A) If a vehicle owner has sold a vehicle to the VBB Program within the previous twelve (12) months, any subsequent vehicles offered to the Contractor must have been registered continuously to that owner for the previous twenty-four (24) month period, in addition to meeting all other requirements of this section.
  - (B) Determination of an individual vehicle's registration history shall be based on registration data for that vehicle obtained from DMV records. If DMV registration data provides inconclusive results for an individual vehicle, then copies of the applicable vehicle registration certificates may be used.
- 2. The vehicle must be a 1985 model year or older passenger car, light or medium-duty pickup truck or van with a manufacturer's gross vehicle weight rating of 10,000 pounds or less
- 3. The vehicle must be driven to the purchase site under its own power.
- 4. The vehicle cannot be operating under a Smog Check repair cost waiver or economic hardship extension.
- 5. If a vehicle is within sixty-one to ninety (61-90) days of its next required Smog Check inspection, the vehicle is not required to have a Smog Check inspection. But, if the Smog Check inspection is performed in this sixty-one to ninety (61-90) day time frame, the vehicle must pass the inspection.
- 6. If a vehicle volunteered for retirement is within sixty (60) days of its next required Smog Check inspection, the vehicle must take and pass the Smog Check inspection without receiving a repair cost waiver or economic hardship extension. Owners of vehicles requiring Smog Check inspections will be required to submit documentation issued by a licensed Smog Check station demonstrating compliance with this requirement. The documentation must be submitted to the contractor's employee performing the functional and equipment eligibility inspection.

#### B. Vehicle Functional and Equipment Eligibility Inspection

The contractor will only scrap vehicles meeting the following requirements. The vehicle function and equipment eligibility inspection must be performed by an ARB-approved inspector and conducted on-site at the Contractor's yard.

1. The vehicle must have been driven to the inspection site under its own power. If the Contractor has knowledge that a vehicle was towed or pushed for any portion of the trip to

the inspection site, then the Contractor shall not approve the vehicle for eligibility.

- 2. The Contractor must inspect the vehicle to ensure it meets the following requirements and must reject the vehicle if the vehicle fails **any one** of these requirements:
  - (A) All doors must be present and in place.
  - (B) The hood shall be present and in place.
  - (C) The dashboard shall be in place.
  - (D) Windshield shall be present and in place.
  - (E) The driver's seat must be present and in place.
  - (F) Interior pedals shall be operational.
  - (G) The vehicle must have one bumper and all side and/or quarter panels shall be present and in place. Vehicle drivability must not be affected by any body, steering or suspension damage. Exhaust shall be present.
  - (H) One headlight, one taillight and one brake light shall be present and in place.
  - (I) One side window glass shall be present and in place.
  - (J) The requirements of Sections A.4, A.5, and A.6 regarding Smog Check status have been met.
- 3. The Contractor must complete the following functional inspection, and shall reject the vehicle if the vehicle fails to complete the following test:

Insert key, vehicle engine must start using keyed ignition system. In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries. The vehicle shall be driven forward for a minimum of 25 feet under its own power. The vehicle shall be driven in reverse for a minimum of 25 feet under its own power.

- 4. Upon satisfactory completion of the inspection, the Contractor will issue a certificate of functional and equipment eligibility. The certificate of functional and equipment eligibility form will be provided by the Air District.
- 5. Vehicles failing the requirements pursuant to Sections B.1 and B.3 may be retested by the Contractor for compliance with these requirements and issued a certificate of functional and equipment eligibility provided the vehicle has traveled a minimum of 50 miles subsequent to the failure determination. Vehicles with inoperable vehicle odometers must have the odometer fixed prior to conducting this test. Vehicles failing the requirements pursuant to Section B.2 may be retested by the Contractor for compliance with these requirements and issued a certificate of functional and equipment eligibility at any time after modifications have been made to the vehicle.

#### C. Vehicle Buy Back Program Contractor Requirements

- The Contractor must either be an auto dismantler, licensed according to the requirements
  of the California Vehicle Code, other business codes, and the regulations of the DMV, for
  the purpose of vehicle disposal after purchase, or have a binding agreement with a duly
  authorized auto dismantler, for the purpose of vehicle disposal after purchase.
- 2. At least thirty (30) days prior to commencing operations as a VBB Program Contractor, the Contractor shall provide the Air District, in writing, on forms provided by the Air District, information demonstrating the ability to comply with all provisions of the VAVR Regulations. This information must include Contractor's name and business address; licensed auto dismantler name and business address; anticipated initiation date and duration of vehicle retirement operation; a written statement from the auto dismantler under penalty of perjury certifying compliance with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations; and any other

- information requested in applicable Air District rules.
- 3. The Contractor is required to contract with an ARB-approved inspection entity, to provide inspector services to perform the vehicle functional and equipment eligibility inspection specified in Section B, on-site at Contractor's locations if the Contractor is unable to or chooses not to be approved by ARB to perform this function.
- 4. The Contractor shall verify that the vehicle meets the vehicle registration eligibility and functional test requirements. The Contractor shall provide any necessary DMV registration history at no cost to the vehicle owner.
- 5. At time of final sale of a vehicle to the Contractor, the Contractor must verify that the person delivering the vehicle for sale is the legal owner or an authorized representative of the legal owner, properly empowered to complete the sale.
- 6. A vehicle purchased as part of the VBB Program, must be permanently destroyed by the Contractor, or the Contractor's duly contracted dismantler, within ninety (90) days of the date it is sold to the Contractor, and may not be resold to the public or put into operation in any way, except such a vehicle may be briefly operated for purposes related to the disposal of the vehicle as part of the normal disposal procedures.
- 7. The vehicle will be considered destroyed when it has been crushed or shredded or otherwise rendered permanently and irreversibly incapable of functioning as originally intended, and when all appropriate records maintained by the DMV have been updated to reflect that the vehicle has been acquired by a licensed auto dismantler for the purposes of dismantling.
- 8. All vehicles must be confined in a holding area separate from other vehicles procured by the Contractor until they are permanently destroyed.
- 9. All activities associated with retiring vehicles, including but not limited to the disposal of vehicle fluids and vehicle components, must comply with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations.
- 10. The Contractor will purchase eligible vehicles at a price established by the contract between Contractor and the Air District.
- 11. The Contractor will distribute an Air District-designed questionnaire to all vehicle sellers and obtain responses.

#### D. Offering Vehicles to the Public

- 1. There is a minimum waiting period of ten (10) days between the time a vehicle is first offered for sale into the VBB Program and the time of final sale to the VBB Program. During the 10-day waiting period, with the vehicle owner's permission, the Contractor will submit to the Air District a description of the vehicle in accordance with Section D.1 (A), and the date when the vehicle is scheduled to be delivered for final sale to the VBB Program. During the 10-day waiting period, if any person contacts the Contractor and indicates an interest in purchasing the vehicle, the Contractor shall hold the vehicle for a minimum of an additional seven (7) days. During this extended 7-day waiting period, the Contractor shall arrange for the interested party to examine the vehicle and, if appropriate, negotiate the sale of the vehicle or any of its parts. Notwithstanding the foregoing, nothing in this section places the Contractor under any obligation to hold the vehicle for an interested party that has missed two or more prior appointments to examine any vehicle, or to sell the vehicle or any of its parts if a mutually acceptable price cannot be negotiated.
  - (A) The Contractor will submit to the Air District, on a weekly basis, a description of the vehicles offered for sale into the VBB Program. The Air District will, in turn, make this information available to an appropriate segment of the public. The intent is to allow

interested third parties, including car collector enthusiasts and those interested in affordable transportation, an opportunity to examine the vehicle and to negotiate with the Contractor to purchase the vehicle or any of its parts according to Section E, before it is otherwise sold to the VBB Program, should the vehicle be delivered as scheduled.

- (1) The description of the vehicle must include, at a minimum, the vehicle make, model, model year, and first eight characters of the Vehicle Identification Number (VIN), and the date when the vehicle is scheduled for delivery for sale to the VBB Program, but no information identifying the owner will be permitted. When the Air District makes this information available to the public, the Air District will emphasize that while a vehicle is scheduled for delivery, there is no guarantee that the vehicle will actually be delivered.
- (2) The vehicle owner is free to accept or reject any resulting contact or purchase offer and shall be informed by the Contractor explicitly and prominently of such right.
- (3) Nothing in this section places the Contractor under any obligation to provide space or facilities for such third party contacts, inspections, or negotiations to take place.
- (B) Entire vehicles and/or parts may be sold prior to entry into the VBB Program; however, no compensation with VBB Program funds shall be granted for any vehicle resold to the public in this manner according to Section E.

#### E. Parts Recycling and Resale

- On vehicles used for parts recycling and resale, parts recycling and resale is limited to nonemission-related and non-drivetrain parts per the List of Emission-Drivetrain Related Parts List shown in Attachment 3. Parts recycling and resale is at the sole discretion of the Contractor, subject to the limitations included herein;
- After the 10-day waiting period (and the additional 7-day waiting period if appointment for inspection is made) and prior to offering non-emission and non-drivetrain parts for resale, the engine, emission-related parts, transmission, and drivetrain parts must be removed from the vehicle and destroyed by the Contractor;
  - (A) For the purpose of this regulation, a part will be considered destroyed when it has been punched, crushed, shredded, or otherwise rendered permanently and irreversibly incapable of functioning as originally intended;
  - (B) A "Quality Control Checklist" is provided in Attachment 4, with a list of emissionrelated and drivetrain parts that has check boxes for recording the status of parts, i.e., "removed" and "destroyed":
    - (1) The Contractor must complete the checklist by adding check marks in the appropriate columns as the emission-related and drivetrain parts are removed and destroyed;
    - (2) For a part that appears on the checklist but is not in the original design of the vehicle, the Contractor must enter "N/A" for "not applicable" in lieu of a check mark:
  - (C) After all emission-related and drivetrain parts are removed and destroyed, a quality control inspector (designated by the Air District) must perform an inspection of the non-emission-related and non-drivetrain parts, as well as the vehicle body;
  - (D) Upon verification by the quality control inspector that no emission-related parts or drivetrain parts have been exchanged with the non-emission-related, and nondrivetrain parts, the quality control inspector must sign the checklist;
  - (E) After the quality control inspector signs the check list, the Contractor may place the remaining non-emission parts, non-drivetrain parts and vehicle body in the yard to be available for sale to the public:

- 3. If the Contractor does not recover parts from a vehicle, the entire vehicle must be crushed by the Contractor within 90 days of sale to the VBB Program;
  - (A) No parts may be removed, for sale or reuse, from any crushed retired vehicle that has been sold to the VBB Program. The only allowable use for any crushed retired vehicle is as a source of scrap metal and other scrap material:
  - (B) The Contractor may separate ferrous and non-ferrous metals from a crushed retired vehicle to sell as a source of scrap metal only;
  - (C) The Contractor may sell tires and batteries from a crushed retired vehicle to an intermediary tire/battery recycler only. All facilities generating or receiving waste tires must use the services of a registered tire hauler/recycler. Battery recyclers must be registered and licensed to handle batteries;
- 4. No compensation with VBB Program funds shall be granted for any vehicle from which emission related or drivetrain parts have been sold;
- 5. All activities associated with retiring vehicles for the VBB Program, including but not limited to the disposal of vehicle fluids and vehicle components, shall comply with local water conservation regulations, state, county, and city energy and hazardous materials response regulations, and local water agency soil, surface, and ground water contamination regulations;
- 6. The Air District is required to perform audits of all parts recycling and resale activities;

# F. Advertising

- 1. Contractor will advertise for or otherwise attract voluntary sellers of vehicles meeting the eligibility requirements specified above. Contractor will submit to the Air District for approval a detailed advertising campaign and budget for implementing the advertising campaign within 30 days of signing this contract. The Contractor will be required to submit to the Air District documentation specifically identifying costs incurred in attracting vehicle sellers to the VBB Program. Costs for advertising that are not related to the VBB Program will not be permitted. The Air District will audit the Contractor at the completion of the contract to verify that the Contractor expended at least the minimum amount of money allocated to the advertising campaign as specified in the contract. A Contractor that expends less than the minimum amount of money for advertising, as specified in the contract, will be required to reimburse the Air District for the difference.
- 2. The Contractor will use the Air District's approved logo for the Transportation Fund for Clean Air on any printed material for public distribution.
- 3. The Contractor will credit the Air District as the funding source for the scrapping program in any related articles, news releases, or other publicity materials. All advertising materials, information packages, and any other materials provided to media, to the public, or to vehicle sellers require prior approval by the Air District.
- 4. Any advertising conducted by Contractor for the purpose of recruiting vehicle owners to sell their vehicles into the VBB Program shall contain clear and prominent language stating that participation in the VBB Program is completely voluntary; and shall not contain any language stating or implying that the VBB Program is anything but voluntary for the vehicle seller or that the VBB Program is affiliated with or is operated by the State of California.
- 5. Any contracts or agreements between a vehicle seller and a Contractor relating to the sale of a vehicle to the VBB Program shall not contain any language stating that the VBB Program is anything but voluntary for the vehicle seller or that the VBB Program is affiliated with or is operated by the State of California.

#### G. Records, Auditing and Enforcement

- 1. The following requirements for records, auditing, and enforcement shall be met:
  - (A) The Contractor shall be responsible for maintaining and storing the following information for each vehicle removed from operation for the VBB Program:
    - (1) Vehicle Identification Number (VIN)
    - (2) Vehicle license plate number
    - (3) Vehicle model year
    - (4) Vehicle odometer reading
    - (5) Vehicle make and model
    - (6) Name, address and phone number of legal owner selling vehicle to the Contractor
    - (7) Name, address and phone number of registered owner if different from Section G.1(A)(6)
    - (8) Name and business address of inspector conducting the vehicle's eligibility inspection, if the Contractor contracts with an ARB-approved inspection entity to perform the vehicle functional and equipment eligibility inspection
    - (9) Date of purchase of vehicle by Contractor
    - (10) Date of vehicle retirement
    - (11) Reproduction of California Certificate of Title and registration, as signed-off by seller at time of final sale to the VBB Program
    - (12) Reproduction of the applicable certificate of functional and equipment eligibility
    - (13) Reproduction of the applicable Report of Vehicle to be Dismantled and Notice of Acquisition (California Department of Motor Vehicles Registration 42 form)
    - (14) Reproduction of written documentation from the DMV verifying that a vehicle meets the requirements of Section A.1(A) and (B)
    - (15) If applicable, reproduction of documentation issued pursuant to Section A.6
    - (16) Any other pertinent data requested by the Air District (e.g. VBB Program survey)
  - (B) Upon request of the Air District, the data contained in records required in Section G.1(A)(1) through (10) shall be transmitted to the Air District in an electronic database format, to be determined by mutual agreement between the Air District and the Contractor, in addition to paper copies.
  - (C) The Contractor will maintain copies of the information listed in Section G.1(A)(1) through (16) for a minimum period of three (3) years, and shall make those records available to the Air District upon request.
  - (D) The Air District may conduct announced and unannounced audits and on-site inspections of Contractor's operations to ensure operations are being conducted according to all applicable rules and regulations. The Air District shall notify any noncompliant Contractor of the nature of the violation and shall initiate any enforcement or remedial action necessary.
    - (1) The Contractor and their subcontractors shall allow the Air District to conduct announced and unannounced audits and inspections and shall cooperate fully in such situations.
    - (2) Violation of any provision of these regulations, including falsification of any information or data, shall constitute a citable violation making the violator subject to all applicable penalties specified in the California Health and

Safety Code. In addition, violation of any provision of §2603 of the VAVR Regulation by a VBB Program contractor or its subcontractors shall result in the issuance of a Notice of Violation(s).

- 2. The Contractor will handle all DMV paperwork associated with the purchase, dismantling, and scrapping of vehicles.
- 3. The Contractor will provide to the Air District, on a weekly basis, a description of the vehicles offered for sale into the VBB Program. The description of the vehicle must include, at a minimum, the vehicle make, model, model year, and first eight characters of the VIN, and the date when the vehicle is scheduled for delivery for sale to the VBB Program, but no information identifying the owner will be permitted.
- 4. The Contractor will provide monthly reports to the Air District on the status of the scrapping program. The reports shall include the monthly and cumulative number of vehicles purchased, the number of application packages mailed, the number of completed packages received and the number of vehicles approved for purchase.

#### ■ SECTION V ■ PROPOSAL FORMAT AND CONTENTS

#### A. Format

A proposal need not conform to any particular format, but it must be neat and legible.

#### B. Contents

The proposal must contain information demonstrating the ability to perform all of the work described in Section IV of this RFP. In addition, the proposal must contain:

- 1. A description of the company, including experience and a brief organizational history.
- 2. Where the proposal involves more than one company or entity, a letter of support or memorandum of understanding from all entities involved.
- 3. For each company, a list of all personnel to be assigned to the work discussed in this RFP, with a description of each person's duties, experience, and training.
- 4. A statement regarding the general overhead and advertising cost per vehicle.
- 5. A detailed advertising plan for the VBB Program. The advertising plan shall include type of media proposed, frequency of advertising, cost, and geographic area that advertising reaches. Please note that the advertising plan and estimated cost are solely for promotion of the Air District's VBB Program. The Air District may decide to rely on its own advertising campaign or direct mail campaign and reduce the award to the contractor by the advertising overhead bid as noted in Section III.B.7.
- 6. A description of the procedures to be followed in soliciting voluntary sellers of vehicles and the per vehicle cost for the advertising.
- 7. A description of the phone system, including the number of operators, voice mail capabilities and the ability to respond to vehicle sellers in foreign languages. The description shall include the phone system hours of operation, including hours that operators are available to answer calls and hours that voice mail is available.
- 8. An estimate of the average time to complete a purchase from the time the contractor is first contacted, with a description and estimated time for each incremental step in the process.
- 9. The physical address of each of the vehicle buy back sites and the days of the week and hours of the day that vehicles would be purchased at each location.
- 10. A description of the procedures to be followed in obtaining and reviewing vehicle eligibility documentation (e.g., DMV registration history), determination of vehicle smog inspection

- status, and procedure (if any) for establishing prior owner address for vehicles that have changed ownership in the 120 day period prior to purchase.
- 11. A description of the procedures to be followed in inspecting and selecting vehicles to be scrapped and to ensure that vehicles are not towed to or near the scrapping site.
- 12. A description of the procedures to be followed in offering vehicles for sale to the public pursuant to Section IV.D.
- 13. A bid price summary table including all information outlined in the table included in Section III.
- 14. A description of the procedures to be followed to remove, handle, and dispose of tires, batteries, air conditioner refrigerants, and vehicle fluids.
- 15. A description of the holding area where vehicles will be stored until they are permanently destroyed.
- 16. A description of the procedures to be followed to permanently destroy the vehicles purchased under the VBB Program.
- 17. A description of record keeping practices to be followed, both for DMV paperwork and for the records specified in Section IV.G.
- 18. For any licensed auto dismantler to be used in the process of scrapping vehicles:
  - a. Copy of the California DMV dismantler's license
  - b. Copy of dismantler's local business license; and
  - c. A written statement from the auto dismantler certifying compliance with local water conservation regulations; state, county, and city energy and hazardous materials response regulations; and local water agency soil, surface, and ground water contamination regulations.

#### ■ SECTION VI ■ PROPOSAL EVALUATION

#### A. Evaluation Criteria

Each proposal will be evaluated and point totals will be awarded in each of the categories listed below. If a tie-breaker is necessary, the Air District will first accept the lower cost responsive proposal.

50 pts	<b>Price.</b> Total price (per vehicle scrapped) including advertising and general overhead will be the major factor in the evaluation of the proposal.
20pts	<b>Available Resources/Customer Relations.</b> Speed and thoroughness of responding to inquiries, requests and number of days to purchase a vehicle. Ability to provide full-time foreign language assistance to prospective participants.
15 pts	<b>Coverage/Availability.</b> Number and geographical distribution of scrapping sites, number of buy back days per month, and convenience of daily schedules.
5 pts	<b>Advertising.</b> Advertising budget and proposed plan to target sellers of vehicles. The advertising plan will be evaluated for cost effectiveness and the ability to reach as many prospective customers in the Bay Area as possible. Please note, advertising costs may not be awarded in this contract per Section III.B.7.
10 pts	Understanding of the Program and Thoroughness/Responsiveness of the Proposal. Extent to which proposal demonstrates an understanding of the VBB Program and responds thoroughly to the RFP.
100 pts Total	

The Air District may divide the award of the contract between two or more contractors with different scores to ensure that the VBB Program provides essential services, such as sufficient geographical coverage of vehicle scrapping sites.

#### B. Evaluation Panel

An evaluation panel of Air District staff will evaluate all proposals. The panel will recommend the selection of a contractor or contractors to the Air Pollution Control Officer who will, in turn, make a recommendation to the Air District Board of Directors. The Board of Directors must approve the selection of the contractor(s), and must approve the contract to carry out the work described in this RFP.

# ■ SECTION VII ■ CONTRACT

A sample contract to carry out the work described is included in this RFP as Attachment A. For any contract(s) resulting from this RFP, the Scope of Work will be based upon Section IV of this RFP.

#### **ATTACHMENT A**

#### BAY AREA AIR QUALITY MANAGEMENT DISTRICT

#### PROFESSIONAL SERVICES CONTRACT (**SAMPLE**)

CONTRACT NO. 2005-0[xx]

 PARTIES - The parties to this Contract are the Bay Area Air Quality Management District (referred to herein as "DISTRICT") whose address is 939 Ellis Street, San Francisco, CA 94109, and [contractor] (referred to herein as "CONTRACTOR") whose address is [contractor's address].

### 2. RECITALS

- A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701(f). DISTRICT desires to contract with CONTRACTOR for services described in Attachment 1 Scope of Work, attached hereto and made a part hereof by this reference. CONTRACTOR attests that it is well qualified to provide such services on the terms set forth herein. DISTRICT is entering into this Contract based on CONTRACTOR's represented expertise and previous experience.
- B. CONTRACTOR is incorporated/partnership in the State of California and is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
- C. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state, and local jurisdictions and pay all applicable fees.

#### 3. PERFORMANCE REQUIREMENTS

- A. The CONTRACTOR's proposal received [date], is incorporated herein by this reference.
- B. CONTRACTOR shall submit reports to DISTRICT as outlined in Attachment 1 Scope of Work. DISTRICT reserves the right to review, comment on, and request changes to any report produced as a result of this Contract.
- C. CONTRACTOR shall not engage, during the term of this contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work attached hereto.
- D. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to the DISTRICT's final approval which the DISTRICT will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or to otherwise remedy defective services, shall be the responsibility of CONTRACTOR. The CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Scope of Work, is not a basis for requesting re-performance unless work conducted by CONTRACTOR is deemed by DISTRICT to have failed the foregoing standards of performance.

- E. CONTRACTOR shall ensure, through its contracts with any subcontractor(s), employees, and agents performing under this CONTRACT shall abide by paragraph C above.
- 4. <u>TERM</u> The term of this Contract is from [date] to [date], unless further extended by amendment of this Contract in writing, or terminated earlier. No work set forth in this contract shall commence until this contract is fully executed by all parties.

#### 5. TERMINATION

- A. The failure or inability of any party to comply with any term or condition of this Contract, including, but not limited to, the requirements of Attachment 1 Scope of Work, shall constitute a breach of the Contract. In addition, a substantial or continuing, or both, violation of environmental laws or regulations by CONTRACTOR, or violation by CONTRACTOR of an agreement, order, or decree resolving such a violation shall constitute a breach of the Contract. The non-breaching party shall either notify the breaching party that it must cure this breach or provide 10 business days, written notification of its intention to terminate this Contract. Notification shall be provided in the manner set forth in Section 10, NOTICES. The non-breaching party reserves all rights under law and equity to enforce this contract and recover any damages.
- B. The DISTRICT reserves the right to terminate this Contract for any reason and will reimburse CONTRACTOR for actual costs incurred in performance of this Contract through the effective date of termination for nonbreach. Notice for this type of contract termination shall also be 10 business days.

#### 6. INSURANCE

- A. By [date], CONTRACTOR shall furnish the District with evidence of workers' compensation insurance for each of its employees in accordance with either California or other applicable statutory requirements.
- B. By [date], CONTRACTOR shall provide to the District (1) evidence of a comprehensive general liability insurance policy with combined single limit bodily injury and property damage coverage of one million dollars (\$1,000,000) and (2) an automobile liability insurance policy providing combined single limit bodily injury and property damage coverage of not less than one million dollars (\$1,000,000). District shall be named as an additional insured on any such liability policy, and thirty (30)-days prior written notice of cancellation modification of any such insurance shall be given by CONTRACTOR to DISTRICT, with any modifications subject to preapproval by the DISTRICT.
- C. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- D. All insurance certificates shall be mailed to: Finance Manager, Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, CA 94109. CONTRACTOR shall include the DISTRICT Contract Number on the face of the insurance certificate.
- E. CONTRACTOR shall provide updates upon the request of DISTRICT so that DISTRICT may ensure that there is no break or lapse in insurance coverage during the period of Contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

7. <u>INDEMNIFICATION</u> - CONTRACTOR agrees to hold harmless, indemnify, and defend DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents, in the performance of this Contract.

#### 8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for work performed under this Contract in accordance with Attachment 2 Cost Schedule, attached hereto and incorporated herein by this reference. Payment of such compensation shall be made by DISTRICT to CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice prepared and furnished by CONTRACTOR referencing line item expenditures as listed in Attachment 2 and the amount of charge claimed. Each invoice must be prepared in duplicate on the CONTRACTOR's letterhead, must list the DISTRICT's contract number, the CONTRACTOR's Employer Identification Number, must include documentation in accordance with Attachment 1 Scope of Work, and must be submitted to: Bay Area Air Quality Management District, Attn: Finance Manager.
- B. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) CONTRACTOR's failure to provide receipts shall be grounds for DISTRICT's non-reimbursement of such charges. DISTRICT may reduce payments on invoices by those charges for which receipts were not provided.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or cost of money on Contract.
- C. The total amount for which the DISTRICT may be held liable for the performance of work specified in this Contract, including any authorized travel-related expenses, shall not exceed [dollars].
- D. DISTRICT will withhold ten percent (10%) of contract award until DISTRICT completes an audit of CONTRACTOR's advertising expenses, if advertising expenses are awarded (See Section III.5.B of the RFP) and concludes that CONTRACTOR has expended the advertising amount specified in Attachment 2, Cost Schedule, Section II, of this contract.

#### 9. INTELLECTUAL PROPERTY RIGHTS

- A. Title, full ownership rights, and all copyrights to any software, documents, or reports developed under this Contract shall at all times remain with DISTRICT unless otherwise agreed to in writing. Both parties to this agreement agree that such material produced under this Contract is the DISTRICT's proprietary information.
- B. Rights of Technical Data -- The DISTRICT shall have unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
- 10. <u>NOTICES</u> Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by first class U.S. mail or by delivery service, and shall be effective as of the date received.

DISTRICT: Bay Area Air Quality Management District

939 Ellis Street

San Francisco, CA 94109 Attn: Vanessa Mongeon

CONTRACTOR: [ ]

11. <u>ADDITIONAL PROVISIONS</u> - Attachment 1 through 4 to this Contract contain additional provisions which are expressly incorporated herein by this reference and made a part hereof as though fully set forth at this point.

#### 12. EMPLOYEES OF CONTRACTOR

- A. DISTRICT reserves the right to review the resumes of any of CONTRACTOR's employees selected to perform the work specified here and to disapprove CONTRACTOR's choices. CONTRACTOR warrants that it will employ no subcontractor without written approval from DISTRICT.
- B. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- 13. <u>CONFIDENTIALITY</u> It is expressly understood and agreed that DISTRICT may designate in a conspicuous manner the information which CONTRACTOR obtains from DISTRICT as confidential and CONTRACTOR agrees to:
  - A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever the contents of such information or any part thereof, or from taking any action otherwise prohibited under this paragraph.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this paragraph. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.

- E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection on such information.
- F. Prevent access to such by a person or entity not authorized under this Contract.
- G. Establish specific procedures in order to fulfill the obligations of this paragraph.

#### 14. PUBLICATION

- A. DISTRICT shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from DISTRICT in connection with performance under this Contract.
- B. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.
- 15. NON-DISCRIMINATION In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.
- 16. <u>SOLICITATION OF EMPLOYEES</u> CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment or employ, whether as an employee or independent contractor, any person who is or has been employed by DISTRICT during the term of this Contract without the consent of DISTRICT.
- 17. <u>ASSIGNMENT</u> The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
- 18. NON-EFFECT OF WAIVER The failure of CONTRACTOR or DISTRICT to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
- 19. <u>ATTORNEYS' FEES</u> In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
- 20. <u>FORCE MAJEURE</u> Neither DISTRICT nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of DISTRICT or CONTRACTOR.
- 21. <u>SEVERABILITY</u> In the event that any one or more of the provisions contained in this Contract shall for any reason be held unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any provisions of this Contract, and

the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

- 22. <u>HEADINGS</u> Headings on the paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
- 23. <u>DUPLICATE EXECUTION</u> This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
- 24. GOVERNING LAW This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be San Francisco, California.

# 25. <u>CITIZENSHIP AND ALIEN STATUS</u>

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services thereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services under this CONTRACT all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this CONTRACT to insure continued compliance with all federal statutes and regulations.
- B. Notwithstanding paragraph A above, CONTRACTOR, in the performance of this CONTRACT, shall not discriminate against any person in violation of Title 8, U.S.C. Section 1324b.
- C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or DISTRICT, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment persons performing services under this CONTRACT.
- 26. <u>ENTIRE CONTRACT</u> This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to DISTRICT and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT	[CONTRACTOR]
By: Jack P. Broadbent Executive Officer/APCO	By: [Contractor]
Date:	Date:
Approved as to form:	
By: Brian C. Bunger District Counsel	

#### **ATTACHMENT 3**

#### **Emission-Drivetrain Related Parts List**

The following list of components are examples of emission related parts as defined in Section 1900 (b) (3), Chapter 3, Title 13, California Code of Regulations.

#### I. Carburetion and Air Induction System

- A. Air Induction System:
  - 1. Temperature sensor elements
  - 2. Vacuum motor for air control
  - 3. Hot air duct & stove
  - 4. Air filter housing & element
  - 5. Turbocharger or supercharger
  - 6. Intercooler
- B. Emission Calibrated Carburetors:
  - 1. Metering jets
  - 2. Metering rods
  - 3. Needle and seat
  - 4. Power valve
  - 5. Float circuit
  - 6. Vacuum break
  - 7. Choke mechanism
  - 8. Throttle-control solenoid
  - 9. Deceleration valve
  - 10. Dashpot
  - 11. Idle stop solenoid, anti-dieseling assembly
  - 12. Accelerating pump
  - 13. Altitude compensator
- C. Mechanical Fuel Injection:
  - 1. Pressure regulator
  - 2. Fuel injection pump
  - 3. Fuel injector
  - 4. Throttle-position compensator
  - 5. Engine speed compensator
  - 6. Engine temperature compensator
  - 7. Altitude cut-off valve
  - 8. Deceleration cut-off valve
  - 9. Cold-start valve
- D. Continuous Fuel Injection:
  - 1. Fuel pump
  - 2. Pressure accumulator
  - 3. Fuel filter
  - 4. Fuel distributor
  - 5. Fuel injections
  - 6. Air-flow sensor
  - 7. Throttle-position compensator
  - 8. Warm-running compensator
  - 9. Pneumatic overrun compensator
  - 10. Cold-start valve
- E. Electronic Fuel Injection:
  - 1. Pressure regulator
  - 2. Fuel distribution manifold

- 3. Fuel injectors
- 4. Electronic control unit
- 5. Engine speed sensor
- 6. Engine temperature sensor
- 7. Throttle-position sensor
- 8. Altitude/manifold-pressure sensor
- 9. Cold-start valve
- F. Air Fuel Ratio Control:
  - 1. Frequency valve
  - 2. Oxygen sensor
  - 3. Electronic control unit
- G. Intake Manifold

#### **II.** Ignition System

- A. Distributor;
  - 1. Cam
  - 2. Points
  - 3. Rotor
  - 4. Condenser
  - 5. Distributor cap
  - 6. Breaker plate
  - 7. Electronic components (breakerless or electronic system)
- B. Spark Advance/Retard System:
  - 1. Centrifugal advance mechanism:
    - a. Weights
    - b. Springs
  - 2. Vacuum advance unit
  - 3. Transmission controlled spark system:
    - a. Vacuum solenoid
    - b. Transmission switch
    - c. Temperature switches
    - d. Time delay
    - e. CEC valve
    - f. Reversing relay
  - 4. Electronic spark control system:
    - a. Computer circuitry
    - b. Speed sensor
    - c. Temperature switches
    - d. Vacuum switching valve
  - 5. Orifice spark advance control system:
    - a. Vacuum bypass valve
    - b. OSAC (orifice spark advance control) valve
    - c. Temperature control switch
    - d. Distributor vacuum control valve
  - 6. Speed controlled spark system:
    - a. Vacuum solenoid
    - b. Speed sensor and control switch
    - c. Thermal vacuum switch
- C. Spark Plugs
- D. Ignition Coil
- E. Ignition Wires

#### **III. Mechanical Components**

#### A. Valvetrains:

- Intake valves
- 2. Exhaust valves
- 3. Valve guides
- 4. Valve springs
- 5. Valve seats
- 6. Camshaft
- B. Combustion Chamber:
  - 1. Cylinder head or rotor housing<sup>1</sup>
  - 2. Piston or rotor<sup>1</sup>

# IV. Evaporative Control System

- A. Vapor Storage Canister and Filter
- B. Vapor Liquid Separator
- C. Filler Cap
- D. Fuel Tank
- E. Canister Purge Valve

#### V. Positive Crankcase Ventilation System

- A. PCV Valve
- B. Oil Filler Cap
- C. Manifold PCV Connection Assembly

# VI. Exhaust Gas Recirculation System

- A. EGR Valve:
  - 1. Valve body and carburetor spacer
  - 2. Internal passages and exhaust gas orifice
- B. Driving Mode Sensors:
  - 1. Speed sensor
  - 2. Solenoid vacuum valve
  - 3. Electronic amplifier
  - 4. Temperature-controlled vacuum valve
  - 5. Vacuum reducing valve
  - 6. EGR coolant override valve
  - 7. Backpressure transducer
  - 8. Vacuum amplifier
  - 9. Delay valves

#### VII. Air Injection System

- A. Air Supply Assembly:
  - 1. Pump
  - 2. Pressure relief valve
  - 3. Pressure-setting plug
  - 4. Pulsed air system
- B. Distribution Assembly:
  - 1. Diverter, relief, bypass, or gulp valve
  - 2. Check or anti-backfire valve
  - 3. Deceleration control part
  - 4. Flow control valve
  - 5. Distribution manifold
  - 6. Air switching valve

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<sup>&</sup>lt;sup>1</sup> Rotary (Wankel) engines only

#### C. Temperature sensor

#### VIII. Catalyst, Thermal Reactor, and Exhaust System

- A. Catalytic Converter:
  - 1. Constricted fuel filler neck
  - 2. Catalyst beads (pellet-type converter)
  - 3. Ceramic support and monolith coating (monolith-type converter)
  - 4. Converter body and internal supports
  - 5. Exhaust manifold
- B. Thermal Reactor:
  - 1. Reactor casing and lining
  - 2. Exhaust manifold and exhaust port liner
- C. Exhaust System:
  - 1. Manifold
  - 2. Exhaust port liners
  - 3. Double walled portion of exhaust system
  - 4. Heat riser valve and control assembly

#### IX. Miscellaneous Items Used in Above Systems

- 1. Hoses, clamps, and pipers
- 2. Pulleys, belts, and idlers

#### X. Computer Controls

- 1. Electronic Control Unit (ECU)
- 2. Computer-coded engine operating parameter (including computer chips)
- 3. All sensors and actuators associated with the ECU

#### XI. Drive Train Parts (added to Emission-Related Parts List

- 1. Engine
- 2. Drive mechanism
- 3. Transmission
- 4. Differential
- 5. Axles
- 6. Brakes

# **ATTACHMENT 4**

# **Quality Control Checklist**

# Emission-Related and Drivetrain Parts Removal and Destruction - Quality Control Check List

Date
Dismantler
Address
Quality Control Inspector
Vehicle Make
Vehicle Model
Vehicle Year
Vehicle License Number
Vehicle Odometer Mileage

Category	Emission-Related/Drivetrain Part	Part Removed	Part Destroyed	
	Temperature sensor elements			
	Vacuum motor for air control			
Air Induction System	Hot air duct & stove			
All induction System	Air filter housing & element			
	Turbocharger or supercharger			
	Intercooler			
	Metering jets			
	Metering rods			
	Needle and seat			
	Power valve			
<b>Emission Calibrated Carburetors</b>	Float circuit			
	Vacuum break			
	Choke mechanism			
	Throttle-control solenoid			
	Deceleration valve			
	Dashpot			
Funitarian Calibratad Carbonatan	Idle stop solenoid, anti-dieseling			
Emission Calibrated Carburetors	assembly			
(continued)	Accelerating pump			
	Altitude compensator			
	Pressure regulator			
	Fuel injection pump			
	Fuel injector			
	Throttle-position compensator			
Mechanical Fuel Injection:	Engine speed compensator			
	Engine temperature compensator			
	Altitude cut-off valve			
	Deceleration cut-off valve			
	Cold-start valve			
	Fuel pump			
	Pressure accumulator			
Continuous Fuel Injection:	Fuel filter			
	Fuel distributor			
	Fuel injections			
	Air-flow sensor			
	Throttle-position compensator			
	Warm-running compensator			
	Pneumatic overrun compensator			
	Cold-start valve			

Category	Part Removed	Part Destroyed	
	Pressure regulator		-
	Fuel distribution manifold		
	Fuel injectors		
Electronic Fuel Injection:	Electronic control unit		
	Engine speed sensor		
	Engine temperature sensor		
	Throttle-position sensor		
	Altitude/manifold-pressure sensor		
Electronic Fuel Injection:	Cold-start valve		
Air Fuel Ratio Control:	Frequency valve		
	Oxygen sensor		
Air Fuel Ratio Control:	Electronic control unit		
Intake Manifold	Intake Manifold Assembly		
	Cam		
	Points		
	Rotor		
Distributor	Condenser		
Distributor	Distributor cap		
	Breaker plate		
	Electronic components (breakerless or		
	electronic system)		
	Centrifugal advance mechanism:		
	weights and springs		
	Vacuum advance unit		
	Transmission controlled spark system:		
	vacuum solenoid, transmission switch,		
	temperature switches, time delay, CEC		
	valve, reversing relay		
Spark Advance/	Electronic spark control system:		
Retard System	computer circuitry, speed sensor,		
•	temperature switches, vacuum switching		
	valve		
	Orifice spark advance control system:		
	vacuum bypass valve, orifice spark		
	advance control valve, temperature		
	control switch, distributor vacuum		
	control switch		
Charle Advance/	Speed controlled spark system: vacuum		
Spark Advance/	solenoid, speed sensor and control		
Retard System (continued)	switch, thermal vacuum switch		
Spark Plugs	Spark Plugs		
Ignition Coil	Ignition Coil		
Ignition Wires	Ignition Wires		
	Engine		
	Flywheel		
	Bell Housing		
B : :	Drive Shaft		
Drivetrain	Transmission		
	Differentials		
	Axles		
	Brakes		
Mechanical Components	Intake valves		
oonamoai oomponento	Exhaust valves		
	Valve guides		
	Valve springs		
	Valve seats		
	Camshaft		
	Cylinder head or rotor housing		

Category	Emission-Related/Drivetrain Part	Part Removed	Part Destroyed
	Piston or rotor		
	Vapor Storage Canister and Filter		
	Vapor Liquid Separator		
Evaporative Control System	Filler Cap		
	Fuel Tank		
	Canister Purge Valve		
D 10 0 1 1/ 01 0	PCV Valve		
Positive Crankcase Ventilation	Oil Filler Cap		
System	Manifold PCV Connection Assembly		
	EGR Valve: valve body and carburetor		
Exhaust Gas Recirculation	spacer,		
System	EGR Valve: internal passages and		
<b>2</b> ,0.0	exhaust gas orifice		
	Speed sensor		
	Solenoid vacuum valve		
	Electronic amplifier		
	Temperature-controlled vacuum valve		
Driving Mode Sensors	Vacuum reducing valve		
Driving wode Sensors	EGR coolant override valve		
	Backpressure transducer		
	Vacuum amplifier		
	Delay valves		
	Pump		
	Pressure-relief valve		
	Pressure-setting plug		
	Pulsed air system		
	Diverter		
Air Injection System	Relief, bypass, or gulp valve		
Air Injection System	Check or anti-backfire valve		
	Deceleration control part		
	Flow control valve		
	Distribution manifold		
	Air switching valve		
	Temperature sensor		
	Constricted fuel filler neck		
	Catalyst beads (pellet-type converter),		
	Ceramic support and monolith coating		
	(monolith-type converter),		
	Converter body and internal supports,		
Catalytic Converter/Thermal	Exhaust manifold		
Reactor/exhaust	Reactor casing and lining		
	Exhaust manifold and exhaust port liner		
	Manifold		
	Exhaust port liners,		
	Double walled portion of exhaust		
	system,		
	Heat riser valve and control assembly		
Miscellaneous Items Used in	Hoses, clamps, and pipers		
Above Systems	Pulleys, belts, and idlers		
	Electronic Control Unit (ECU)		
	Computer-coded engine operating		
Computer Controls	parameter (including computer chips)		
-	All sensors and actuators associated		
	with the ECU		

Quality Control Inspector Final Verificati	on All Emission-Related	I and Drivetrain Parts R	emoved and Destroyed
Quality Control Inspector Signature: _			

July	26,	2005
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Date:			
Date.			